TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barrington Kirksville LLC		08/11/2006	LIMITED LIABILITY COMPANY: DELAWARE
Barrington Columbia LLC		08/11/2006	LIMITED LIABILITY COMPANY: DELAWARE
Barrington Marquette LLC		08/11/2006	LIMITED LIABILITY COMPANY: DELAWARE
Barrington Toledo LLC		08/11/2006	LIMITED LIABILITY COMPANY: DELAWARE
Barrington Traverse City LLC		08/11/2006	LIMITED LIABILITY COMPANY: DELAWARE
Barrington Syracuse LLC		08/11/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A. as collateral agent
Street Address:	101 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2606824	KTVO
Registration Number:	2700243	WACH
Registration Number:	2752180	WLUC
Registration Number:	2479919	WNWO
Registration Number:	1470078	WTOM-TV
Registration Number:	1471680	WPBN-TV

2606824

CH $215.00

900056040

TRADEMARK
REEL: 003373 FRAME: 0346

Registration Number:	2788252	THE PERFECT HOME
Registration Number:	2502030	WSTM

CORRESPONDENCE DATA

Fax Number:	(202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	202-756-9292
Email:	christine.wilson@thomson.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1133 Avenue of the Americas
Address Line 2:	Suite 3100
Address Line 4:	New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/21/2006

Total Attachments: 5
source=Barrington Trademark#page3.tif
source=Barrington Trademark#page4.tif
source=Barrington Trademark#page5.tif
source=Barrington Trademark#page6.tif
source=Barrington Trademark#page7.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of August 11, 2006, by Barrington Kirksville LLC. Barrington Columbia LLC, Barrington Marquette LLC, Barrington Toledo LLC, Barrington Traverse City LLC and Barrington Syracuse LLC (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties in the Security Agreement a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a)   Trademarks of such Pledgor listed on Schedule I attached hereto;

(b)   all Goodwill associated with such Trademarks; and

(c)   all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and automatic termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Security Agreement and this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BARRINGTON KIRKSVILLE LLC

By: _____

    Name:

    Title:

BARRINGTON COLUMBIA LLC

By: _____

    Name:

    Title:

BARRINGTON MARQUETTE LLC

By: _____

    Name:

    Title:

BARRINGTON TOLEDO LLC

By: _____

    Name:

    Title:

BARRINGTON TRAVERSE CITY LLC

By: _____

    Name:

    Title:

BARRINGTON SYRACUSE LLC

By: _____

    Name:

    Title:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

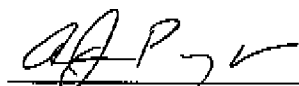| OWNER	REGISTRATION NUMBER	TRADEMARK
Barrington Kirksville LLC	2,606,824	KTVO
Barrington Columbia LLC	2,700,243	WACH
Barrington Marquette LLC	2,752,180	WLUC
Barrington Toledo LLC	2,479,919	WNWO
Barrington Traverse City LLC	1,470,078	WTOM
Barrington Traverse City LLC	1,471,680	WPBN
Barrington Syracuse LLC	2,788,252	The Perfect Home & Design
Barrington Syracuse LLC	2,502,030	WSTM

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None.		

Accepted and Agreed:

BANK OF AMERICA, N.A.,
  as Collateral Agent

By: _____
    Name: Aaron Peyton
    Title: Vice President

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]